Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date. 8.5.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other. 8.5.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks. 8.5.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party. 8.5.7 Provide to each other test-line numbers to enable testing of interconnection trunks. 8.5.8 Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are		Testing and Repair. Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 13.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party. 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less	

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		resolved in a timely and appropriate manner.		frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for **CLEC-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative). 13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom **CLEC decides to market its services, Verizon will be largely dependent on **CLEC to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Local Traffic to **CLEC as **CLEC provides to terminate Local Traffic to Verizon. At Verizon's discretion, when **CLEC expressly identifies particular situations that are expected to	

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				produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks **CLEC suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to **CLEC is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and **CLEC's previous forecasts have proven to be reliable and accurate. 13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at **CLEC's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk	

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				group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold **CLEC financially responsible for the excess facilities. 13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that **CLEC suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold **CLEC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, **CLEC may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold **CLEC financially responsible for the	

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				disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.	
IV-13	Should the Interconnection Agreement include reporting terms which provide for monthly facility measurement and trunk group measurement reports from Verizon regarding its interconnection with WorldCom including provision of Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in WorldCom's network?	Attachment IV, Sections 9 et seq. Section 9. Reporting 9.1 Verizon shall provide monthly facility measurement reports to apprise MCIm of the adequacy of any Verizon facilities that could impact its Interconnection with MCIm. These reports will contain, at a minimum, all information Verizon reports for its own facilities including, but not limited to, facilities in jeopardy of exhaust and any planned construction of relief facilities. 9.2 Verizon shall provide monthly trunk group measurement reports for all trunk groups terminating in MCIm's network. These reports will contain, at a minimum, all information Verizon reports for its own trunk groups including, but not limited to, offered load and overflow associated with offered load (measured in centum call seconds), day-to-day variation, peakedness factor, the date of the last week in the study period, and the number of valid	WorldCom has proposed that the parties exchange traffic data, known as DIXC data, which will enable the parties to better monitor the adequacy of their interconnection. The data to be exchanged includes total usage, originating call attempts, overflow, and maintenance usage. WorldCom currently exchanges this data with several other ILECs.	Verizon opposes inclusion of WorldCom's proposed Attachment IV, Sections 9 through 9.5 to the Parties' Agreement.	Verizon's proposed interconnection agreement does not include provisions concerning Data Interexchange Carrier ("DIXC") traffic data. WorldCom contends that its contract provisions ensure that information is provided that will enable WorldCom to monitor the adequacy of its interconnection with Verizon. Nonetheless, WorldCom offers no other justification as to why and how DIXC assists WorldCom in monitoring its interconnection with Verizon. Because it has not done so, Verizon cannot respond to WorldCom's assertions.

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		days of measurement. 9.3 Verizon shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. 9.3.1 DIXC traffic data will include, but not be limited to, the following: 9.3.1.1 Usage (total usage measured in centum call seconds). 9.3.1.2 Peg Count (Peg count of originating call attempts including overflow). 9.3.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk). 9.3.1.4 Maintenance Usage (total maintenance usage measured in centum call seconds). 9.3.1.5 Maintenance Busy Counts (total count of trunks made maintenance busy). 9.3.2 DIXC traffic data shall be collected as follows: 9.3.2.1 Hourly on the clock hour. 9.3.2.2 24 hours per day (0000-2400).			

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		9.3.2.3 Seven days per week (including holidays). 9.3.2.4 52 weeks per year. 9.3.3 DIXC traffic data must be provided via CONNECT:Direct or File Transfer Protocol (FTP), as determined by MCIm, as it is collected. 9.4 Verizon shall provide any reports (to MCIm or others) required by Section [27.3] of Part A of this Agreement, in accordance with Section [27.3] of Part A. 9.5 Verizon shall report any other information which might adversely impact its Interconnection with MCIm as soon as it becomes aware of this information.			
V-1	*Competitive Tandem Service* Should Verizon be permitted to place restrictions on UNEs so as to preclude AT&T from providing competitive tandem services?	Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to impose restrictions on UNEs which serve only to inhibit and/or preclude AT&T from providing competitive tandem services	It is AT&T's position that it has the right to offer service to any inter-exchange carrier that chooses to use AT&T as a tandem provider – either through the joint provision of terminating meet point traffic as described in Issue V.2, or through AT&T's use of UNEs. Accordingly, Verizon should not impose any use restrictions on UNEs that would prevent AT&T from providing competitive access services to IXCs through the purchase of UNEs. AT&T could provide competitive	Verizon opposes inclusion of AT&T's section 4 et. seq. to the Parties' Agreement.	This issue is not appropriate for this proceeding because it involves access services that are not the subject of a local interconnection agreement. AT&T wants this Commission to regulate interexchange traffic and services when the Act, the Commission and federal courts have made it clear that the traffic described in § 251(g) is not a part of the traffic that falls within § 251(b). If AT&T wants to provide a competitive tandem service to IXCs, this is an arrangement between AT&T and the IXC. AT&T should not be permitted

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			access service by leasing UNEs from Verizon or by using a combination of leased facilities and its own facilities. For example, AT&T could purchase unbundled local switching from Verizon and use it in combination with its own facilities that would deliver an IXC's traffic to the leased switch which would then terminate the call to the Verizon end user. In this case, AT&T would be providing competitive access service to IXCs as the sole access provider, rather than providing the service jointly through the meet point arrangements described in Issue V.2. As the customer, a third-party IXC should have the option to specify how it would have its switched access traffic completed between the parties.		to siphon off Verizon's federal and state approved access tariffs in a local interconnection agreement. Thus, the Commission should not adopt AT&T's proposed contract language.
V-2	*Interconnection Transport* What is the appropriate rate for Verizon to charge AT&T for transport purchased by AT&T for purposes of interconnection – the UNE transport rate or the carrier access rate?	AT&T's proposed Section 4.0 et seq. provides the appropriate terms and conditions for interconnection transport. VZ should be compelled to provide interconnection transport at UNE rates and publish costs in an attached pricing schedule to the interconnection agreement.	The law grants AT&T the authority to lease interconnection facilities from Verizon in order to deliver its traffic to its designated POI. In the event that AT&T exercises that authority, those facilities should be priced at UNE Inter-Office Transport Rates.	Verizon opposes inclusion of AT&T's proposed section 4 et. seq. to the Parties' Agreement.	AT&T should not be permitted to receive UNE rates for its interconnection transport. In order to receive UNE IOF, and receive UNE transport rates, AT&T must use its own network facilities and not Verizon's facilities. This is consistent with the Commission's *Local Competition Order*. To qualify for UNE IOF and receive UNE rates for transport, AT&T needs to establish a collocation arrangement. AT&T is seeking a UNE Combination for which the Commission has not performed the "necessary and impair" analysis. Further, this "Combination" is not required by law.

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V-16	ATT Should AT&T have a reciprocal duty to provide transit services to Verizon? (ATT has listed two I-3's)	Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to require AT&T to provide transit services to Verizon.	Verizon's provision of transit services stems from its additional interconnection obligations as an incumbent LEC under § 251(c)(2)(B) of the Act, which requires ILECs to provide any requesting telecommunications carrier interconnection with the ILEC's network "for the transmission and routing of telephone exchange service and exchange access." (Emphasis supplied.) The additional obligations imposed upon incumbent LECs stem from their market power achieved over decades as monopoly providers of local exchange services. CLECs do not have such market power. In recognition of this lack of market power, the Act does not impose reciprocal obligations on CLECs. This Commission specifically acknowledged this in ¶ 220 of the Local Competition Order which rejected Bell Atlantic's suggestion that the FCC impose reciprocal interconnection obligations on LECs. In response to Bell Atlantic's proposal, the FCC stated that "251(c)(2) does not impose on non-incumbent LECs the duty to provide interconnection." Accordingly, while AT&T may at its discretion offer transit services to Verizon, as well as any other carrier, there is no basis in law (or in logic, for that matter, given Verizon's	7.2.7 If or when a third party carrier's Central Office subtends an AT&T Central Office, then AT&T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&T Central Office ("Reciprocal Transit Service"). AT&T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.	As a matter of fairness, AT&T should be willing to provide Verizon the same transit services that Verizon is willing to offer AT&T. While AT&T is not required to provide this service, it must also recognized that neither is Verizon. Nevertheless, Verizon is willing to offer it to AT&T, subject to certain conditions. Verizon is only asking AT&T to offer the same service to Verizon subject to the same conditions.

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			dominant market power in the local exchange market) to force it to do so. Under AT&T's proposal, if AT&T offers transit services to Verizon, it would do so under a compensation arrangement comparable to that applicable to the transit services provided by Verizon to AT&T.		
VI-1	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement?	Not Applicable	**WorldCom did not have a responsibility to raise in its Arbitration Petition items Verizon wishes to see in the interconnection agreement. That was Verizon's responsibility. WorldCom's first opportunity to respond to these items occurred after Verizon filed its proposed contract language on May 31, 2001. The Commission made it abundantly clear that neither party should propose its template contract as a default, and that no given contract will serve as the default. Both parties are responsible for raising discrete issues; the parties are barred from proposing any template contract categorically.**		As discussed in Verizon's Answer, the Act mandates that Verizon must allow CLECs to interconnect with its network. It does not mandate that Verizon build a network that the CLECs desire for their "business needs." Verizon's proposed interconnection agreement that it forwarded to WorldCom for negotiation reflects Verizon's responsibilities under the Act, the Commission's various orders, and the Commission's specific order to the new entity Verizon to make available to any requesting telecommunications carrier "generic interconnection and resale terms and conditions." In WorldCom's Statement of Unresolved Issues, it has placed much of Verizon's proposed interconnection agreement in dispute. Nevertheless, there are various provisions that WorldCom has failed to place in dispute. Highlighted in Verizon's Exhibit B are the provisions that WorldCom has failed to place in issue. Accordingly, for the reasons stated in Verizon's Exhibit B, the Commission should order

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					inclusion of those provisions.
VI-1(A)	Trunk Types	Attachment IV, Section 1.2 through 1.2.6 1.2 Interconnection Trunking Arrangements 1.2.1 The Parties will establish trunk groups to exchange local, intraLATA toll, and transit traffic (referred to in this Attachment IV as "Local Interconnection Trunk Groups"). 1.2.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including, but not limited to, Meet Point, 911, Operator Services, and Directory Assistance. 1.2.3 Either Party may order and establish Interconnection trunk groups in addition to the initial combinations described above. 1.2.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG. 1.2.5 Other than the reciprocal compensation arrangements set forth in this Agreement, neither Party may charge the other Party for use of Local Interconnection Trunk Groups.	Verizon's proposed language is objectionable for several reasons, including, but not limited to: it defers establishing OS/DA trunks to another agreement; it makes the choice of one-way or two-way trunks a matter requiring Verizon's consent; and it includes Verizon's GRIPs proposal. WorldCom has proposed contract language to establish the standard trunk types in this Interconnection Agreement.	2.2 Trunk Types. 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups: 2.2.1.1 Local Interconnection Trunks for the transmission and routing of Local Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers pursuant to Section 252(c)(2) of the Act, Tandem Transit Traffic, and, Internet Traffic, all in accordance with Sections 5 through 7 of this Attachment; 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between **CLEC Telephone	By not agreeing to Verizon's proposed language for trunk types, Verizon is unclear what WorldCom wishes to accomplish, unless it wants sole discretion over whether the Parties will use the standard trunk groups. Verizon's proposed language allows the Parties to reach mutual agreement based upon their needs.

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		As an example only, neither Party may charge the other Party, installation charges or monthly recurring charges for the use of Local Interconnection Trunk Groups. 1.2.6 It is recognized by the Parties that there is no technical requirement to segregate local and toll traffic from MCIm to Verizon, or from Verizon to MCIm.		Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 8 through 10 of this Attachment; and 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic. 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks). 2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local	

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				Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed. 2.2.4 In the event the traffic volume between a Verizon End Office and the **CLEC POI, which is carried by a Final [For NY & CT: Meet Point B/ For all other states: Tandem] Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish [For NY & CT: Meet Point A/For all other states; new End Office] One-Way local Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Local Interconnection Trunks are used, then **CLEC shall promptly submit an ASR to Verizon to establish [For NY & CT: a new Meet Point A/For all other states: new End Office] Two-Way Local Interconnection Trunk groups between that	

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				Verizon End Office and the POI.	
VI-1(B)	Transmission & routing of Telephone Exchange Access Service Traffic	WorldCom reject's Verizon's proposed language.	Verizon's proposed language is objectionable for a number of reasons, including, but not limited to: it limits the available local interconnection trunk interfaces to DS-1 and DS-3 even though other interfaces are technically feasible; it limits DS-3 interfaces to locations designated in the NECA 4 tariff as Intermediate Hub Locations in violation of its obligation to interconnect at any technically feasible point; and it inappropriately allocates two-way trunking costs.	5. Transmission and Routing of Telephone Exchange Service 5. Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

    5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, **CLEC shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be | In order to maintain the integrity of Verizon's network and to establish efficient interconnection arrangements, the Parties need to include § 5 in their Agreement. WorldCom's proposed interconnection agreement does not properly address the transmission and routing of telephone exchange access service traffic. For instance, WorldCom offers no language that is comparable to Verizon's § 5.2 Because Verizon's proposal comprehensively covers issues the Parties need addressed in their Agreement, the Commission should adopt Verizon's proposed § 5. |

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				used for Two-Way Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then **CLEC shall pay 100% of the facility charges for the Two-Way Local Interconnection Trunks.	
				5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.	
				5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.	
				5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.	
				5.2.5 Switching System Hierarchy and Trunking	

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				Requirements. For purposes of routing **CLEC traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to **CLEC, the subtending arrangements between **CLEC Tandem Switches and **CLEC End Office Switches shall be the same as the Tandem/End Office subtending arrangements which **CLEC maintains for the routing of its own or other carriers' traffic. 5.2.6 Signaling. Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff. 5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with	

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				the Joint Process as set forth in Section 14.1.	
VI-1(C)	Toll free service access code traffic	**TBD per negotiations of June 14, 2001.**	**See Issue VI-1 generally.** **Resolved per negotiations of June 14, 2001 by including in the agreement modifications to the language Verizon proposes.**	10. Toll Free Service Access Code (e.g., 800/888/877) Traffic The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party. 10.1 When **CLEC delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery 10.1.1 to an IXC: **CLEC shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 9 above; and **CLEC shall bill the IXC the **CLEC query charge associated with the call. 10.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA: 10.1.2.1 **CLEC shall provide an appropriate EMI record to the toll free service access code service provider;	This provision clearly sets forth the Parties' responsibilities with respect to toll free calls. Both IXC and LEC bound translated 800 calls are transmitted like all other LEC bound and IXC bound calls. Thus, no distinct 800 trunks are required. This is because once translated, 800 calls look like all other local, intraLATA or interexchange toll calls. The Parties' need to include § 10 in their Agreement.

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				and 10.2 **CLEC's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the **CLEC query charge, shall be assessed to the toll free service access code service provider; and11.1.2.3 Verizon shall assess applicable Tandem Transit Service charges and associated passthrough charges to When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's Customers, to **CLEC: 10.2.1 where the queried call is an intraLATA call that is handed off to **CLEC in CLEC's capacity as a toll free service access code service provider: 10.2.2 Verizon shall bill **CLEC the Verizon query charge associated with the call as specified in the Pricing Attachment; and 10.2.2.1 Verizon shall provide an appropriate EMI record to **CLEC; and 10.2.2.2 Verizon's Tariffed FGD Switched Exchange	

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				Access or Reciprocal Compensation charges shall be billed to **CLEC as applicable. 10.3 Unqueried Toll Free Service Access Code (e.g., 800/88/8/877) Traffic. If **CLEC chooses Verizon to handle toll free service access code (e.g.,800/888/877) ("800") database queries from **CLEC's central office switches, all **CLEC originating 800 traffic will be routed over a separate 800 trunk group. The 800 trunk group will be one-way from **CLEC to Verizon. Verizon will perform the query and route the call appropriately. 10.3.1 When the 800 call is routed to an IXC: 10.3.1.1 Verizon will query the call and route the call to the appropriate IXC. 10.3.1.2 Verizon shall provide an appropriate EMI record to **CLEC to facilitate billing to the IXC. 10.3.2 Verizon shall bill the IXC the Verizon query charge associated with the call and any	

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				other applicable Verizon charges. 10.3.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA: 10.3.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider. 10.3.3.2 Verizon shall provide an appropriate EMI record to **CLEC to facilitate billing to the LEC toll free service access code service provider 10.3.3.3 Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges. 10.4 Verizon will not direct unqueried toll free service access code call to **CLEC.	
VI-1-(D)	Number Portability	Based on Verizon's proposed Section 14 et seq., Interconnection Attachment: The Parties shall provide Long-Term	See Issue VI-1 generally. In addition, WorldCom is agreeable to including the vast majority of Verizon's proposed number	14. Number Portability - Section 251(B)(2) 14. 1 Scope.	In order for the Parties to properly interconnect and to meet the requirements of the Act, they must agree on a number portability section. Verizon's proposed section 14 sets

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		Number Portability ("LNP") in accordance with the Applicable Law and this Agreement ~~rules and regulations as from time to time prescribed by the FCC~~. In connection with all methods of moving customers' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to end users.

Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in Bell Atlantic FCC Tariff No. 1 and will be billed to MCIm only where MCIm is a subscriber to Local Switching or where MCIm is a reseller of Verizon Telecommunications Services. This charge will not be discounted. | portability language. Verizon's proposal, however, fails to address certain important issues surrounding number portability arrangements, such as cost recovery, testing, cut-over procedures, etc., and in a few instances requires revisions to add clarity and remove ambiguity. WorldCom believes that INP provisions are unnecessary for the agreement because Verizon and WorldCom have fully deployed LNP in the Bell Atlantic-VA services areas. Therefore, WorldCom proposes that, if Verizon's contractual provisions are incorporated into the WorldCom/Verizon interconnection agreement, WorldCom's additional provisions/revisions also be incorporated. | The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

14.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency (LOA) from an end user customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party | forth the process by which number portability can be provisioned, is consistent with the Act and should be included in the Parties' agreement. |

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		14.2 Procedures for Providing LNP (~~"Long-term Number Portability"~~). Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. The Parties will comply with all the relevant requirements and guidelines for ~~follow the~~ LNP ~~provisioning process~~ recommended or required by the North American Numbering Council (NANC) and ~~adopted by~~ the FCC. In addition, the Parties will work cooperatively ~~agree~~ to implement and follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis. 14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange		B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA. 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer. 14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive	

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		Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received ~~a letter of agency (LOA)~~ authorization from ~~an end user~~ customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain proof of an end user's authorization, ~~a file of all LOAs~~ and Party A may request, upon an end user's complaint ~~reasonable notice~~, such proof ~~a copy of the LOA~~.. 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B		numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer. 14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity. 14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches. 14.2.6 Where LNP is commercially available, the NXXs in the office shall be	

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		or Party B's customer. 14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer. 14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.		defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG. 14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.	

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		14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches. 14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG. 14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. Telephone numbers in NXX codes assigned to mass calling		the network. 14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP. 14.3 Procedures for Providing NP Through Full NXX Code Migration. Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated	

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